

EXHIBIT 3

FILED UNDER SEAL

In the Matter Of:

In Re: Pork Antitrust Litigation

GREGORY FARAH

June 03, 2022



UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Court File No. 0:18-cv-01776-JRT-HB

IN RE:

PORK ANTITRUST LITIGATION

_____ /

30(b)(6) DEPOSITION OF

GREGORY FARAH

ON BEHALF OF FARAH'S COURTYARD DELI

JUNE 3, 2022

ORAL VIDEOTAPED DEPOSITION OF GREGORY FARAH, via
Zoom, produced as a witness at the instance of the
Defendant Seaboard Foods LLC and Seaboard Corporation
and duly sworn, was taken in the above-styled and
numbered cause on the 3rd day of June, 2022, from
9:02 a.m. to 1:46 p.m., before Melinda Barre, Certified
Shorthand Reporter in and for the State of Texas,
reported by computerized stenotype machine, all parties
appearing remotely via web videoconference, pursuant to
the rules of procedure and the provisions stated on the
record or attached hereto.

1 stand on the scale.

2 Q. (By Ms. Escobar) So for -- if, like you say,
3 we were to compare the deli to a barbecue chain, for
4 example, would you guess that the deli bought less pork?

5 MR. COHEN: Objection, calls for
6 speculation, foundation.

7 A. I never sold ribs, but I sold a lot of ham. I
8 sold a lot of bacon. If you were comparing me to other
9 sandwich shops in the city, I was probably one of the
10 larger users of product. But compared to a restaurant
11 chain that sold barbecue, I would not be considered
12 large.

13 Q. (By Ms. Escobar) So do you think your
14 purchasing methods and prices you paid for pork would be
15 different than, let's say, a large regional or national
16 chain?

17 MR. FINLEY: Objection, calls for
18 speculation. You may answer, but please don't speculate
19 if you don't know.

20 A. Repeat the question, please.

21 Q. (By Ms. Escobar) Well, for example, you
22 mentioned a large chain probably has buyers, right?

23 MR. FINLEY: Same objection. Calls for
24 speculation.

25 A. I would assume so, yes.

1 Q. (By Ms. Escobar) So, you know, perhaps they
2 would be -- because a large chain would probably have
3 buyers as you agreed. They probably would be eligible
4 for volume-based discounts because of how much pork they
5 would buy.

6 MR. FINLEY: Objection, calls for
7 speculation.

8 You may answer, but please don't
9 speculate.

10 A. I don't know what they would be entitled to.

11 Q. (By Ms. Escobar) Would you say that your
12 method for purchasing pork would have been different
13 from a large or national chain?

14 MR. FINLEY: Same objection, calls for
15 speculation.

16 A. Yes. I would say it would be different.

17 Q. (By Ms. Escobar) For example, did you get
18 significant volume-based discounts on your pork
19 purchases?

20 A. No, I did not.

21 Q. Is it possible for a class member -- scratch
22 that.

23 Is it possible for a class member to not
24 have been injured at all in this case?

25 MR. COHEN: Objection, calls for a legal

1 conclusion and speculation.

2 A. I have no idea.

3 Q. (By Ms. Escobar) Well, is it possible for a
4 class member to have been injured by a different amount
5 than deli, right?

6 MR. COHEN: Objection.

7 A. I'm not sure I'm understanding the question.
8 Are you asking me if each class member has its own value
9 as to how badly they were damaged?

10 Q. (By Ms. Escobar) Yes.

11 MR. COHEN: Same objection. That calls
12 for a legal conclusion and expert testimony.

13 MR. FINLEY: Hold on. I think the witness
14 just posed a question to himself. Maybe if I could step
15 in here, you know, just for Mr. Farah's sake.

16 If you could just let us interpose the
17 objections before you respond, that could make a lot of
18 sense.

19 Can we start this one clean?

20 MS. ESCOBAR: I'm sorry. I didn't catch
21 the last part.

22 MR. FINLEY: Sure. Could you pose your
23 question? I'm sorry. I think this has gotten a bit
24 jumbled.

25 MS. ESCOBAR: Yes. I agree. Let me step

1 back a little bit on this.

2 Q. (By Ms. Escobar) There are different class
3 members in this lawsuit, correct?

4 A. I'm assuming that is correct, yes.

5 Q. And different businesses that are being
6 represented in the class action, correct?

7 A. Correct.

8 Q. So the deli is a small business?

9 A. Correct.

10 Q. Okay. There are also large chain companies
11 that are also part of the class group, correct?

12 A. Yes.

13 Q. Would those larger companies purchase more pork
14 than, for example, the deli?

15 MR. COHEN: Objection, calls for
16 speculation.

17 A. I don't know what their purchases are. So I
18 can't answer that.

19 Q. (By Ms. Escobar) Let me -- we can circle back
20 to this.

21 Let me ask you some questions about your
22 pork purchases. Who were the deli's suppliers for pork
23 between 2009 and 2018?

24 A. There were multiple distributors that I bought
25 from at various times. And I can't recall exactly who

40

1 they were; but I purchased product from companies like
2 Sysco Foods, Cheney Brothers, Seabreeze Food Service,
3 and Florida Food Service. All of those are food service
4 distributors.

5 Q. Do you recall which suppliers you would
6 purchase pork specifically from?

7 A. No. I typically tried to use one distributor
8 at a time. So if I was buying from Sysco Foods at one
9 specific period of time, I was buying all of my pork
10 from them. If I was buying from Cheney Brothers, I was
11 buying all of my pork from them. There could have been
12 some overlap where I was buying from two distributors at
13 the same time.

14 Q. Are these all wholesale companies?

15 MR. FINLEY: Objection, form.

16 A. Yes, ma'am.

17 Q. (By Ms. Escobar) Any local distributors?

18 A. Seabreeze Food Service was a local distributor.

19 Oh, and then Restaurant Depot was a wholesale club.

20 Q. Would you purchase pork from any grocery
21 stores?

22 A. No, ma'am.

23 Q. Would you purchase pork from any farmer's
24 market?

25 A. No, ma'am.

1 Q. Would you purchase pork from any wholesale
2 clubs?

3 A. So if you're considering -- like I said,
4 Restaurant Depot was a wholesale club. I would purchase
5 pork from them from time to time.

6 Q. Any other distributors that you can recall?

7 A. No, ma'am.

8 Q. Let me start by showing you a document.

9 MS. ESCOBAR: Could we please pull up
10 tab 20.

11 MR. COHEN: You want us to pull it out
12 over here?

13 MS. ESCOBAR: Yes, please.

14 Q. (By Ms. Escobar) Mr. Farah, you have a
15 physical copy of the exhibit; but you can also see it on
16 the screen.

17 A. Yeah. I can see it on there.

18 MS. ESCOBAR: So for the record, let me
19 just (transmission interference) 00000100.

20 Q. (By Ms. Escobar) Mr. Farah, have you seen this
21 document before?

22 A. Yes, ma'am.

23 Q. Is this one of the documents that the deli
24 turned over to its counsel to produce in this
25 litigation?

59

1 were times where we would have done pork chop specials.

2 We could have purchased center-cut pork chops.

3 Q. And in this one it's showing two -- wait. One,
4 two, three, four. Okay.

5 You mentioned that you would purchase from
6 your distributors about twice a week, correct?

7 A. Correct. Once to twice a week depending. Yes,
8 that's correct.

9 Q. Would you always purchase the pork items you
10 mentioned -- would you also purchase -- scratch that.

11 Would you purchase pork items twice a week
12 as well?

13 A. That would be dependent upon the inventory
14 levels left in the business from the previous order.

15 Q. Okay. So on average how many times a month
16 would you purchase -- place a purchase for pork orders?

17 A. Pork in general or specific pork items?

18 Q. Pork in general. Let's start with pork in
19 general.

20 A. So typically every order would have a pork item
21 on it because bacon was a high-usage item. Sausage was
22 a high-usage item. Ham was a high-usage item. So those
23 items were getting purchased probably every time.

24 Q. Okay.

25 A. So to answer your question, roughly probably

1 eight times a month.

2 Q. Eight times a month. And those items would
3 have been -- those consistent items would have been the
4 ham and the pork, correct?

5 A. The ham and the what?

6 Q. Ham and bacon.

7 A. Correct.

8 Q. Would you receive invoices from Seabreeze?

9 A. Yes.

10 Q. In what form?

11 A. Paper form.

12 Q. Did you always receive invoices in paper
13 form --

14 A. Yes, ma'am.

15 Q. -- for Seabreeze?

16 Would they send you any sort of electronic
17 copy of them?

18 A. Not typically.

19 Q. And would you keep the paper copy of the
20 invoice for your records?

21 A. Usually for a couple of years.

22 Q. Do you have any of those paper copies of the
23 invoices still available?

24 A. I don't. The only invoices that would have
25 been on-site that were damaged in the flood would have

61

1 been anything after probably 2018/2019 maybe. I usually
2 only kept a couple years at a time.

3 Q. So any invoices before 2018, you would have
4 received them in paper form?

5 A. Correct.

6 Q. Correct. Okay.

7 So have you produced all your invoices
8 that you have available from 2009 to 2018?

9 A. I don't think I was able to produce any of them
10 because I think when they asked for them, I told them
11 that they had been destroyed when the coffee machine
12 flooded the deli over the weekend. We had almost a foot
13 of standing water throughout the whole building, and
14 they would have all been destroyed.

15 Q. Okay. And you said that you would switch --
16 you would change distributors sometimes. What factors
17 would influence the deli's decision about what suppliers
18 to buy pork from?

19 A. Typically if they were able to provide the same
20 consistent quality that I was used to and offer me
21 better pricing.

22 Q. What about any promotions? Would that be a
23 factor that you'd consider?

24 MR. FINLEY: Objection, form.

25 A. Typically the promotions were given to me after

62

1 I was already doing business with them, like if it was a
2 food show promotion.

3 Q. (By Ms. Escobar) Okay.

4 A. But essentially the decisions that I made to
5 purchase from specific distributors were based on my
6 desire to maintain a certain food cost percentage and my
7 inability to do so with the current distributor I was
8 using at the time. If I was not able to meet that food
9 cost percentage, I would start shopping pricing.

10 Q. So would you negotiate any discounts or other
11 price reductions with your distributors?

12 MR. FINLEY: Objection, form.

13 A. The answer is no.

14 Q. (By Ms. Escobar) You never negotiated prices
15 with Sysco?

16 MR. COHEN: Objection, asked and answered.

17 MS. JONES: Objection, calls for
18 speculation, lack of foundation.

19 A. I never negotiated contracts or promotions with
20 any of my distributors. I wasn't large enough of a
21 business to do that.

22 Q. (By Ms. Escobar) Okay. So when you mentioned
23 that you would go price shopping, would you just look --
24 how would you do that?

25 A. Typically if a new distributor came in and

1 wanted to start supplying me with product, I would give
2 them a product mix report, show them the things that I
3 was buying and ask them to price that product mix report
4 out.

5 And based on the pricing that they gave
6 me, I would compare it to what I was currently paying
7 with the current distributor. And if it affected my
8 food cost bottom line, then I would make the switch.

9 Q. Okay. Would you ever go back to your current
10 distributor and show them what the potential new
11 distributor was offering you?

12 MR. COHEN: Objection, lack of foundation.

13 MS. JONES: Objection, lack of foundation.

14 A. Do you want the answer now?

15 Q. (By Ms. Escobar) Yes, please.

16 A. So typically when the conversation would be had
17 as to why I was shopping prices or why I was changing
18 distributors, the question would arise; and it would
19 typically always come down to either a service issue or
20 a pricing issue. So they would be made aware.

21 Q. Would they ever offer to match the price that
22 you were being offered?

23 A. Certainly.

24 MS. JONES: Objection, foundation, calls
25 for speculation.